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UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

HOWARD GRADEN, Individually and On Behalf of All Others Similarly Situated, Plaintiff, v. CONEXANT SYSTEMS, INC., DWIGHT W. DECKER, ARMANDO GEDAY, MICHAEL VISHNY, BALAKRISHNAN S. IYER, ROBERT McMULLAN, DENNIS E. O'REILLY, and J. SCOTT BLOUIN, Defendants.	**Case No. 2:05-cv-00695-SRC**

ORDER AND FINAL JUDGMENT

This action came on for a final hearing, held on September 11, 2009, on a proposed settlement (the "Settlement") of this class action (the "Action") preliminarily certified for settlement purposes, and the issues having been duly heard and a decision having been duly rendered,

IT IS HEREBY ORDERED AND ADJUDGED:

To the extent not otherwise defined herein, all terms shall have the same meaning as used in the Stipulation of Settlement dated May 15, 2009, as amended on September 11, 2009 (the "Agreement").

The Court has jurisdiction over the subject matter of this Action and over all Parties to this Action, including all members of the Settlement Class.

The Court hereby approves and confirms the Settlement embodied in the Agreement as being a fair, reasonable, and adequate settlement and compromise of this

Action, adopts the Agreement as its Judgment, and orders that the Agreement shall be effective, binding, and enforced according to its terms and conditions.

The Court determines that Plaintiff is asserting, among others, claims on behalf of the Plan to recover losses alleged to have occurred as a result of a breach of fiduciary duty pursuant to ERISA § 502(a)(2). *See Mass Mutual Life Ins. Co. v. Russell*, 473 U.S. 134 (1985).

The Court determines that the Settlement has been negotiated vigorously and at arm's length by Plaintiff and his counsel, and further finds that, at all times, Plaintiff has acted independently and that his interests are identical to the interests of the Plan and the Settlement Class. The Court further finds that the Settlement arises from a genuine controversy between the Parties and is not the result of collusion, nor was the Settlement procured by fraud or misrepresentation.

The Court finds that the Plan's participation in the Settlement is on terms no less favorable to Plaintiff and the Settlement Class.

The Court hereby adopts and approves the findings of the Independent Fiduciary that approved the Settlement, that the Settlement is not part of an agreement, arrangement, or understanding designed to benefit a party in interest, but rather is designed and intended to benefit the Plan, Plan participants, and Plan beneficiaries.

Accordingly, the Court expressly adopts the findings of the Independent Fiduciary that, to the extent: (a) the negotiation and consummation of the Settlement by Plaintiff on behalf of the Plan and the Settlement Class could potentially constitute a prohibited transaction as defined by ERISA §§ 406(a) or (b), 29 U.S.C. §§ 1106(a) or (b); and (b) to the extent any of the transactions required by the Settlement constitute a transaction prohibited by ERISA § 406(a), 29 U.S.C. §§ 1106(a), such transactions are exempted from the prohibited transaction provisions, pursuant to the findings of the Independent Fiduciary that the Settlement satisfies and complies with the provisions of Prohibited Transaction Exemption 2003-39. 68 Fed. Reg. 75632 (2003).

The Court determines that the Class Notices transmitted to the Settlement Class, pursuant to the Preliminary Approval Order concerning the Settlement and the other matters set forth therein, is the best notice practicable under the circumstances and included individual notice to all Members of the Settlement Class who could be identified through reasonable efforts. The Class Notice provides valid, due, and sufficient notice of these proceedings and of the matters set forth therein, including the Settlement described in the Agreement to all persons entitled to such notice, and such notice has fully satisfied the requirements of Federal Rule of Civil Procedure 23 and the requirements of due process.

The Court hereby approves the maintenance of the Action as a non-opt-out class action pursuant to Federal Rules of Civil Procedure 23(a) and 23(b)(2) with the Settlement Class being defined as follows:

> All current and former participants in the Plan for whose individual accounts the Plan held an interest in the common stock of Conexant at any time from March 1, 2004 to and including May 15, 2009. Excluded from the Class are Defendants herein; and, their beneficiaries, alternate payees, representatives and successors-in-interest, not including any of the defendants, defendants' immediate family, any subsidiary, affiliate, or control person of such person or entity, officers and directors of Conexant and the legal representatives, heirs, successors, or assigns of each such excluded party.

Such a class meets the applicable requirements for a settlement class imposed by Federal Rule of Civil Procedure 23.

Pursuant to Federal Rule of Civil Procedure 23(g), the Court hereby appoints as Class Counsel Harwood Feffer LLP.

The Court hereby dismisses the Complaint against all Defendants with prejudice based on the Settlement.

As of Effective Date, Plaintiff, the Plan, and each Member of the Settlement Class on their own behalf and on behalf of their present or former agents, employees, attorneys, accountants, representatives, advisers, investment bankers, trustees, parents, heirs, estates, executors, administrators, successors and assigns, shall be deemed to have released each and all of the Released Persons from the Released Claims.

All members of the Settlement Class and the Plan are hereby barred and enjoined from the institution and prosecution, either directly or indirectly, of any other actions in any court asserting any and all Released Claims against any and all Released Persons.

The Court awards Plaintiff's counsel attorneys' fees in the amount of $1,072,500, plus accrued interest, and orders that Plaintiff's counsel be reimbursed for costs and expenses in the amount of $88,432.64, all to be paid from the Settlement Fund, as provided for in the Stipulation. The Court finds that this fee and expense award is fair and reasonable based on all of the circumstances of this action. Lead Plaintiff, Howard Graden, is hereby awarded a Contribution Award in the amount of $10,000.

Without affecting the finality of this Judgment, the Court retains jurisdiction for purposes of implementing the Agreement and reserves the power to enter additional orders to effectuate the fair and orderly administration and consummation of the

Agreement and Settlement, as may from time to time be appropriate, and resolution of any and all disputes arising thereunder.

SO ORDERED this 11th day of September, 2009.

HONORABLE STANLEY R. CHESLER
UNITED STATES DISTRICT JUDGE